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8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10 WESTERN DIVISION

11 UNITED ARTISTS CORPORATION, a  
12 Delaware corporation,

13 Plaintiff,

14 v.

15 UNITED ARTIST STUDIOS LLC, a  
16 Nevada limited liability company;  
17 UNITED ARTIST FILM FESTIVAL  
18 LLC, a Nevada limited liability  
19 company; XLI TECHNOLOGIES INC.,  
20 a revoked Nevada corporation; XLI41  
21 L.L.C., a Nevada limited liability  
company; JAMES P. SCHRAMM, an  
individual; and DOES 1–10, inclusive,

22 Defendants.

23 AND COUNTERCLAIMS.  
24

Case No. 2:19-CV-828-MWF (MAAx)

**ORDER GRANTING PLAINTIFF  
AND COUNTER-DEFENDANT  
UNITED ARTISTS  
CORPORATION’S MOTION FOR  
PRELIMINARY INJUNCTION  
AGAINST DEFENDANTS**

25 After consideration of Plaintiff and Counter-defendant United Artists  
26 Corporation’s (“United Artists”) motion for preliminary injunction against  
27 Defendants United Artist Studios LLC; United Artist Film Festival LLC; XLI  
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1 Technologies Inc.; XLI41 L.L.C.; and James P. Schramm (collectively,  
2 “Defendants”), all other papers filed herein, the records of the case, hearing on the  
3 motion on June 3, 2019, and good cause appearing, the Court hereby orders as  
4 follows:

5 IT IS HEREBY ORDERED that United Artists’ motion is granted in its  
6 entirety;

7 IT IS HEREBY FURTHER ORDERED that Defendants and, as applicable,  
8 their officers, agents, servants, directors, employees, servants, partners,  
9 representatives, assigns, successors, related companies, and attorneys and all  
10 persons in active concert or participation with Defendants or with any of the  
11 foregoing who receive notice of this Injunction by personal service or otherwise, be  
12 enjoined preliminarily during the pendency of this action from:

- 13 a. Manufacturing, transporting, promoting, importing, advertising,  
14 publicizing, distributing, offering for sale, or selling any goods or  
15 services in the entertainment industry offered under the UNITED  
16 ARTIST STUDIOS and UNITED ARTIST FILM FESTIVAL marks,  
17 the UNITED ARTISTS Marks (as defined in Paragraph 15 of United  
18 Artists’ First Amended Complaint), or any other mark, name, symbol,  
19 or logo, which is likely to cause confusion or to cause mistake or to  
20 deceive persons into the erroneous belief that any goods or services that  
21 Defendants caused to enter the stream of commerce or any of  
22 Defendants’ commercial activities are sponsored or licensed by United  
23 Artists, are authorized by United Artists, or are connected or affiliated  
24 in some way with United Artists or the UNITED ARTISTS Marks;
- 25 b. Manufacturing, transporting, promoting, importing, advertising,  
26 publicizing, distributing, offering for sale, or selling any goods or  
27 services in the entertainment industry offered under the UNITED  
28 ARTIST STUDIOS and UNITED ARTIST FILM FESTIVAL marks,

1 the UNITED ARTISTS Marks, or any other mark, name, symbol, or  
2 logo that is a copy or colorable imitation of, incorporates, or is  
3 confusingly similar to the UNITED ARTISTS Marks;

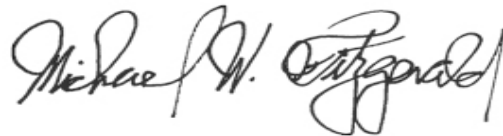
4 c. Implying United Artists' approval, endorsement, or sponsorship of, or  
5 affiliation or connection with, Defendants' goods, services, or  
6 commercial activities, passing off Defendants' business as that of  
7 United Artists;

8 d. Operating Defendants' businesses under the trade names United Artist  
9 Studios LLC or United Artist Film Festival LLC;

10 e. Representing or implying that Defendants are in any way sponsored by,  
11 affiliated with, or licensed by United Artists; or

12 f. Knowingly assisting, inducing, aiding, or abetting any other person or  
13 business entity in engaging in or performing any of the activities  
14 referred to in paragraphs 2(a) to (e) above.

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16 IT IS SO ORDERED.



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18 Dated: June 3, 2019

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MICHAEL W. FITZGERALD  
United States District Judge